

# United States Bankruptcy Court

For the NORTHERN District of IOWA

OCT - 3 1990

BARBARA A. EVERLY, CLERK

CURTIS DUANE ANDREWS and  
JOY ELLEN ANDREWS  
dba Andrews & Son Fur Farm,  
Debtors,  
SECURITY BANK,  
v.  
CURTIS DUANE ANDREWS and  
JOY ELLEN ANDREWS  
dba Andrews & Son Fur Farm,

Plaintiff

Defendant

Chapter 7

Case No. L89-00673C

Adversary Proceeding No. 189-0187C

## JUDGMENT

☐ This proceeding having come on for trial or hearing before the court, the Honorable Michael J. Melloy, United States Bankruptcy Judge, presiding, and the issues having been duly tried or heard and a decision having been rendered,

[OR]

☒ The issues of this proceeding having been duly considered by the Honorable Michael J. Melloy, United States Bankruptcy Judge, and a decision having been reached without trial or hearing,

IT IS ORDERED AND ADJUDGED: Judgment entered for plaintiff and against defendants in the amount of \$10,538.00 from and after August 9, 1990, with payments to begin October 24, 1990 of \$100.00 a month and accumulated interest for nine years.



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BARBARA A. EVERLY

Clerk of Bankruptcy Court

[Seal of the U.S. Bankruptcy Court]

Date of issuance: October 3, 1990

By: Minerva A. Goley  
Deputy Clerk

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF IOWA

FILED  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF IOWA

OCT 02 1990

IN RE:

CURTIS DUANE ANDREWS and )  
JOY ELLEN ANDREWS  
dba Andrews & Son Fur Farm,

BARBARA A. EVERLY, CLERK

Debtors, ) Bankruptcy No. L-89-00673-C

SECURITY BANK, )

Plaintiff, )

vs. ) Adversary No. L89-0187C

CURTIS DUANE ANDREWS and )  
JOY ELLEN ANDREWS,  
dba Andrews & Son Fur Farm,

Defendants. )

STIPULATION AND AGREEMENT

COME NOW the above parties to this Adversary Proceeding and hereby stipulate and agree concerning all remaining issues in this matter as follows:

1. One-half the advance made in December, 1988, (and identified by the Court on page 12 of its ruling on August 9, 1990) reflects necessary expenses associated with the disposition of the collateral and one-half the advance was taken in order to allow the debtors to continue fox raising operations in violation of the Bank's stated intentions in that regard.

2. The judgment entered against Defendants in the amount of \$11,431.75 is reduced by the amount of \$893.75 to reflect a judgment of \$10,538.00 from and after August 9, 1990.

3. So long as the Debtors make payments in the amount of \$100.00 per month towards satisfaction of the foregoing judgment

and accumulated interest, the Plaintiff shall withhold execution on the judgment. Payments shall be made on the 24th day of October, 1990, and the same day of each month thereafter for a period of nine years, at which time the judgment will be paid in full, together with accumulated interest. After nine years, regardless of whether or not payments have been made timely, the Plaintiff is free to issue execution and compel payment on the judgment under any legal means.

4. Except to the extent set forth herein, the findings, conclusions, and ruling previously entered by the Court remains the same.

Dated this 20th day of September, 1990.

SECURITY BANK

By: Curtis A. Ward  
Curtis A. Ward

CURTIS DUANE ANDREWS and  
JOY ELLEN ANDREWS  
dba Andrews & Son Fur Farm

By: Gregory J. Epping  
Gregory J. Epping

ORDER

The foregoing Stipulation and Agreement is hereby ratified and approved by the Court and entered in modification of the Court's

Ruling on August 9, 1990.

Copy w(Judgment)  
to: Curtis Ward, Atty  
for Plaintiff and  
Gregory Epping, Atty for  
Defendants/debtors this  
October 3, 1990 mg  
and U.S. Trustee  
and Dennis Currell, Chapter 7 Trustee

Bankruptcy Judge